

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ORO B01 ITEMS BEING ACQUIRED (AUG 1999)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 - See Section J, Attachment A, Performance-Based Statement of Work

Item 2 - Reports in accordance with Section J, Attachment B, "Reporting Requirements Checklist" and the clause in Section J entitled "Uniform Reporting System."

[End of Clause]

B.2 ESTIMATED COST: BASE FEE AND AWARD FEE (SEP 1999)

The estimated cost of this contract is \$_____.

No fee will be payable for the transition period of performance. A base fee of \$_____ is payable over the base term of the contract in accordance with the clause in Section G entitled, "Payment of Base and Award Fee." In addition, a maximum Award Fee of \$_____ for the period ending September 30, 2000, a maximum Award Fee of \$_____ ending September 30, 2001, a maximum Award Fee of \$_____ ending September 30, 2002, and a maximum Award Fee of \$_____ ending May 31, 2003, is available for payment in accordance with the clause in Section G entitled "Payment of Base and Award Fee."

The maximum fee (base fee plus award fee pool) is \$_____.

The total estimated cost, base fee and award fee is: \$_____.

[End of Clause]

B.3 ORO B30 OBLIGATION OF FUNDS (CPAF) (MAY 1997) (Modified)

Pursuant to the clause entitled "Limitation of Funds," total funds in the amount of \$___ are obligated herewith and made available for payment of allowable costs and maximum fee to be incurred from the effective date of this contract through the period estimated to end 05/31/2003.

[End of Clause]

B.4 OPTION(S) TO EXTEND THE CONTRACT (CPAF) (AUG 1999)

- (a) In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing, by the contracting officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's performance under the contract.
- (b) A base fee of \$ _____ is payable in the option period, if exercised, in accordance with the clause in Section G entitled "Payment of Base and Award Fee." In addition, a maximum award fee of \$ _____ ending September 30, 2003, a maximum Award Fee of \$ _____ ending September 30, 2004, and a maximum Award Fee of \$ _____, ending May 31, 2005, is available for payment in accordance with the clause in Section G entitled "Payment of Base and Award Fee." The maximum fee (base fee plus award fee pool) is \$ _____. The total estimated cost, base fee and award fee is \$ _____ for this option period.
- (c) This contract shall be extended, at the unilateral option of the Government in accordance with FAR 52.217-9 set forth in Section I. Further, the Contractor agrees that the performance under option(s) which are exercised shall be accomplished within the following estimated cost and award fee.

1. First Option Period

Start Date: 06/01/2003 End Date: 05/31/2005

Estimated Cost: \$ _____

Base Fee: \$ _____

Award Fee: \$ _____

Maximum Fee (Base fee plus award fee): \$ _____

Total Estimated Cost, Base Fee and Award Fee : \$ _____.

- (d) Prior to the exercise of any Option Period(s) the Government may request an updated cost proposal for that Option Period and conduct a complete audit of the proposal. The Government reserves the right, as a result of the audit, to negotiate downward adjustments to estimated cost and fixed fee for the Option Period(s) in question. The adjustment(s) will be incorporated into the contract by modification.

[End of Clause]

B.5 DETERMINATION OF AWARD FEE EARNED (AUG 1999)

- (a) There will be no annual negotiation of total available award fee since the total available award fee for the base period of the contract has been established. There shall be no adjustment in the amount of the total available award fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work. Total available award fee is subject to adjustment only under the provisions of the clause in Section I entitled, "Changes - Cost Reimbursement Alternate I." The total available award fee shall be applicable to the prime contractor and its members in a joint venture or teaming arrangement identified and considered a part of the selection and award of this contract, if any.
- (b) The Government shall at the conclusion of each specified evaluation period(s) evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of award fee earned will be made by the Government Contracting Officer and such determination and methodology for determining the Award Fee are unilateral decisions made solely at the discretion of the Government.
- (c) Based on the evaluation of the Contractor's overall performance for each evaluation period, the total Award Fee shall be as follows:

<u>Overall Performance Attained</u>	<u>Available Award Fee Earned</u>
Outstanding - The contractor has demonstrated exceptional performance. Performance clearly exceeds the "Good" level and several notable or significant achievements exist. No deficiencies in performance.	96-100%
Good - Performance indicates strong contractor commitment. Performance clearly exceeds standard performance level with some notable achievements. No significant deficiencies in performance.	80-95%
Average - Performance continually meets Government expectations and standard practices are evident. Some notable achievements or deficiencies may exist.	50-79%
Marginal - Performance is below standard and has had an adverse impact on accomplishing some areas of the contract requirement.	0 %

Definitions:

Significant: This term indicates a major event or sustained level of performance which, due to its importance, has a substantial impact on the contractor's ability to carry out its mission.

Notable: This term indicates an event or sustained level of performance which is of lesser importance than a "significant" event, but nonetheless deserves recognition.

NOTE: Management judgment is essential in applying these definitions when determining the quality of achievement/deficiencies and whether achievements might offset deficiencies or vice versa.

Award fee earned shall be available for payment in accordance with the provisions of this clause and the clause in Section I entitled, "Payments and Advances."

- (d) It is agreed that the evaluation of contractor performance shall be in accordance with the Performance Expectations and Performance Objectives; the Contractor will be evaluated annually and will be contained in a performance evaluation and measurement plan identified as a Performance Evaluation Plan consistent with the clause in Section H entitled, "Performance Expectations." The contractor shall be promptly advised in writing of the determination, and the basis for the amount earned. It is further agreed that the contractor may submit a self-evaluation of performance for each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within 15 days after the end of the period being evaluated, may be given such consideration, if any, as the Contracting Officer shall find appropriate.
- (e) The Contractor may be paid provisional award fee payments consistent with the provisions of the clause in Section I entitled, "Payments and Advances." The Contractor shall promptly refund to the Government any amount of award fee paid that exceeds the amount of award fee earned.

[End of Clause]

B.6 PERFORMANCE EVALUATION PLAN (AUG 1999)

- (a) A contractor Performance Evaluation Plan upon which the determination of award fee shall be based, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area, will be unilaterally established by the Government. A copy of the plan shall be provided to the contractor 15 calendar days prior to the start of the first evaluation period.
- (b) The Performance Evaluation Plan shall set forth the criteria upon which the contractor will be evaluated for performance.

- (c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 15 calendar days prior to the start of the evaluation period to which the change will apply.

{End of Clause}

B.7 DISTRIBUTION OF AWARD FEE (AUG 1999)

- (a) The total amount of award fee available under this contract is assigned to the following evaluation periods in the following amounts:

Evaluation Period – June 1, 2000* through September 30, 2000

Available Award Fee - _____

Evaluation Period - October 1, 2000 through September 30, 2001

Available Award Fee - _____

Evaluation Period - October 1, 2001 through September 30, 2002

Available Award Fee - _____

Evaluation Period - October 1, 2002 through May 31, 2003

Available Award Fee - _____

*This date will be revised if a transition period of two months is not needed.

OPTION TERM

Evaluation Period - June 1, 2003 through September 30, 2003

Available Award Fee - _____

Evaluation Period - October 1, 2003 through September 30, 2004

Available Award Fee - _____

Evaluation Period - October 1, 2004 through May 31, 2005

Available Award Fee - _____

- (b) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer.

[End of Clause]